State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000251130 Reinhart Food Service LLC DBA Burlington Food Service Co 784 Hercules Dr Colchester VT 05446 USA

Contract ID		Page
00000000000000000014590		1 of 5
Contract Dates		Origin
03/01/2009 to 03/01/2011		CP
Description:		Contract Maximum
CP - FOOD REPLE	NISHMENT	\$99,999,999.99
Buyer Name	Buyer Phone	Contract Status
LaRose.Deborah L	828-4635	Approved

Phone #: 802-655-7595

Filolie #. 602-655-7595					
Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	FOOD REPLENISHMENT PRODUCTS TO BE PURCHASED IN ACCORDANCE WITH SPECIFICATIONS FOR FOOD REPLENISHMENT PROGRAM, VERMONT DEPARTMENT OF CORRECTIONS AND STATE FACILITIES. PRICES ARE IN ACCORDANCING WITH THE CURRENT SIXTY DAY PRICING.	CS	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FOOD REPLENISHMENT ISSUED AUGUST 27, 2008 AND VENDOR'S RESPONSE DATED SEPTEMBER 22, 2008.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE GROCERY ITEMS TO INCLUDE FROZEN, CANNED, DRY AND OTHER TO EACH OF THE FACILITIES LISTED HEREIN ON A DELIVERY CYCLE THAT WILL MEET THE NEED OF ALL FACILITIES.

CONTRACT PERIOD: MARCH 1, 2009 TO MARCH 1, 2011 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL YEARS AT THE SAME PRICES, TERMS AND CONDITIONS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: CONTRACTOR WILL SUPPLY SOFTWARE AT NO AXTRA EXPENSE TO THE STATE, TO ENABLE ALL FACILITIES TO PLACE ORDERS FOR CONTRACT ITEMS ELECTRNICALLY. IT WILL BE THE CONTRACTOR'S RESPONSIBLITY TO INSTALL, MAINTAIN AND TRAIN FACILITY PERSONAL IN ITS USE. PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

RFS - BURLINGTON TRACS DIRECT, A WEB BASED SYSTEM WILL BE MADE AVAILABLE AT NOT CHARGE TO ALL UNITS. TRACS DIRECT PROVIDES A VERSATILE TOOL FOR ANY FOOD SERVICE OPERATOR TO BUILDINORDERS, TRACK INVENTORY, ANALYSE PURCHASE HISTORY. AVAILABLE THROUGH THE INTERNET FOR ANY COMPUTER ANYWHERE IN THE WORLD, 24 HOURS 7 DAYS A WEEK. LIVE LINK WITH REINHART FOODSERVICE.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

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CANCELLATION:	THE STATE SPECIFICALLY	RESERVES THE RIGHT TO CANCEL	L THE CONTRACT,	OR ANY PORTI	ON THEREOF, IF,	
IN THE OPINION (OF ITS COMMISSIONER OF	BUILDINGS AND GENERAL SERVICE	ES, THE SERVICES	OR MATERIAL	S SUPPLIED BY	
THE CONTRACTO	OR ARE NOT SATISFACTOR	OR ARE NOT CONSISTENT WITH	THE TERMS OF TH	IE CONTRACT.		

THIS CONTRACT MAY BE CANCELLED WITHOUT CAUSE BY EITHER PARTY ON A 120 DAY WRITTEN NOTICE TO THE OTHER.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AVAILABILITY: DELIVERIES MAY BE WEEKLY OR BI-WEEKLY ACCORDING TO THE INDIVIDUAL REQUIREMENTS OF THE FACILITIES. CONTRACTOR MUST CONTACT THE FOOD SERVICE SUPERVISOR TO SET UP DELIVERY SCHEDULE FOR THEIR FACILITY. IF A CONTRACTOR NEEDS A CHANGE IN THE DELIVERY SCHEDULE THEY MUST CONTACT THE FOOD SERVICE SUPERVISOR AT LEAST 48 HOURS BEFORE THE SCHEDULE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

SAMPLES

BIDDER SUPPLIED SAMPLES: THE COMMISSIONER RESERVES THE RIGHT TO REQUEST FROM THE BIDDER/CONTRACTOR A REPRESENTATIVE SAMPLE(S) OF THE PRODUCT OFFERED AT ANY TIME PRIOR TO OR AFTER AWARD OF A CONTRACT. UNLESS OTHERWISE INSTRUCTED, SAMPLES SHALL BE FURNISHED WITHIN THE TIME SPECIFIED IN THE REQUEST. UNTIMELY SUBMISSION OF A SAMPLE MAY CONSTITUTE GROUNDS FOR REJECTION OF BID OR CANCELLATION OF THE CONTRACT. SAMPLES MUST BE SUBMITTED FREE OF CHARGE AND BE ACCOMPANIED BY THE BIDDER'S NAME AND ADDRESS, ANY DESCRIPTIVE LITERATURE RELATING TO THE PRODUCT AND A STATEMENT INDICATING HOW AND WHERE THE SAMPLE IS TO BE RETURNED. WHERE APPLICABLE, SAMPLES MUST BE PROPERLY LABELED WITH THE APPROPRIATE BID OR CONTRACT REFERENCE.

A SAMPLE MAY BE HELD BY THE COMMISSIONER DURING THE ENTIRE TERM OF THE CONTRACT AND FOR A REASONABLE PERIOD THEREAFTER FOR COMPARISON WITH DELIVERIES. AT THE CONCLUSION OF THE HOLDING PERIOD THE SAMPLE, WHERE FEASIBLE, WILL BE RETURNED AS INSTRUCTED BY THE BIDDER, AT THE BIDDER'S EXPENSE AND RISK. WHERE THE BIDDER HAS FAILED TO FULLY INSTRUCT THE COMMISSIONER AS TO THE RETURN OF THE SAMPLE (I.E., MODE AND PLACE OF RETURN, ETC.) OR REFUSES TO BEAR THE COST OF ITS RETURN, THE SAMPLE SHALL BECOME THE SOLE PROPERTY OF THE RECEIVING ENTITY AT THE CONCLUSION OF THE HOLDING PERIOD.

ENHANCED SAMPLES: WHEN AN APPROVED SAMPLE EXCEEDS THE MINIMUM SPECIFICATIONS, ALL PRODUCT DELIVERED MUST BE OF THE SAME ENHANCED QUALITY AND IDENTITY AS THE SAMPLE. THEREAFTER, IN THE EVENT OF A CONTRACTOR'S DEFAULT, THE COMMISSIONER MAY PROCURE A PRODUCT SUBSTANTIALLY EQUAL TO THE ENHANCED SAMPLE FROM OTHER SOURCES, CHARGING THE CONTRACTOR FOR ANY ADDITIONAL COSTS INCURRED.

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CONFORMANCE WITH SAMPLE(S): SUBMISSION OF A SAMPLE (WHETHER OR NOT SUCH SAMPLE IS TESTED BY, OR FOR, THE
COMMISSIONER) AND APPROVAL THEREOF SHALL NOT RELIEVE THE CONTRACTOR FROM FULL COMPLIANCE WITH ALL TERMS AND
CONDITIONS, PERFORMANCE RELATED AND OTHERWISE, SPECIFIED IN THE BID SPECIFICATIONS. IF IN THE JUDGMENT OF THE
COMMISSIONER THE SAMPLE OR PRODUCT SUBMITTED IS NOT IN ACCORDANCE WITH THE SPECIFICATIONS OR TESTING
REQUIREMENTS PRESCRIBED IN THE BID SPECIFICATIONS, THE COMMISSIONER MAY REJECT THE BID. IF AN AWARD HAS BEEN
MADE, THE COMMISSIONER MAY CANCEL THE CONTRACT AT THE EXPENSE OF THE CONTRACTOR.

TESTING: ALL SAMPLES ARE SUBJECT TO TESTS IN THE MANNER AND PLACE DESIGNATED BY THE COMMISSIONER, EITHER PRIOR TO OR AFTER CONTRACT AWARD. UNLESS OTHERWISE STATED IN THE BID SPECIFICATIONS, BIDDER SAMPLES CONSUMED OR RENDERED USELESS BY TESTING WILL NOT BE RETURNED TO THE BIDDER. TESTING COSTS FOR SAMPLES THAT FAILS TO MEET CONTRACT REQUIREMENTS MAY BE AT THE EXPENSE OF THE CONTRACTOR.

DETAILED REQUIREMENTS:

DELIVERIES MAY BE MADE WEEKLY OR BI-WEEKLY ACCORDING TO PARAGRAPH ENTITLED AVAILABILITY. ALL DELIVERIES ARE TO BE MADE IN THREE (3) COMPARTMENT TRUCKS SECTIONED INTO FROZEN, DRY AND REFRIGERATED. ALL DELIVERIES MUST BE INSPECTED AND SIGNED FOR BY A FOOD OFFICER AT THE TIME OF DELIVERY.

PRICING WILL BE HELD FOR 2 CALENDAR MONTHS. STARTING MARCH 1, 2009 AND ENDING APRIL 30, 2009. AFTER APRIL 30, 2009 THE CONTRACTOR WILL BE ALLOWED TO MAKE PRICE CHANGES USING THE SAME FORMULA (COST PLUS FIXED CASE FEE) THAT ARE LISTED IN THE CONTRACT. NEW PRICING THEREAFTER WILL BE DUE TO THE OFFICE OF PURCHASING & CONTRACTING ELECTRONICALLY 5 WORKING DATES BEFORE THE NEXT TWO CALENDAR MONTHS PRICING GOES INTO EFFECT.

THE COST WILL BE THE CONTRACTOR'S DELIVERY INVOICE COST TO THE CONTRACTOR'S FACILITY WHEN THE TWO MONTH PRICING IS ISSUED. ALL PRICES TO THE USERS OF THIS CONTRACT WILL BE NET F.O.B. DELIVERED.

A SINGLE FIXED CASE FEE OF \$1.58 WILL BE APPLIED TO EACH CASE. THE FIXED CASE FEE SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT. THIS FIXED CASE FEE WILL ALSO BE APPLIED TO ITEMS NOT LISTED ON THE CONTRACT. FOR SPLIT ITEMS, THE VENDOR WOULD DIVIDE THE CASE FEE BY THE NUMBER OF UNITS IN THE CASE TO ARRIVE AT A FEE FOR ANY ITEMS. THAT ARE SOLD AS A SPLIT.

VENDORS ARE EXPECTED TO FORWARD ON TO THE STATE FACILITIES ANY ALLOWANCES. SPECIAL OR PROMOTIONS.

ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NOT CHARGE TO THE STATE. CONTRACTORS ARE TO SUPPLY FIRST QUALITY - GRADE A, UNLESS OTHERWISE SPECIFIED.

THE STATE MAY UPON REQUEST INSPECT THE CONTRACTOR'S WAREHOUSES AND TRUCKS. THE INSPECTION MAY BE BY THE STATE OR REPRESENTATIVE OF THE STATE AND IT SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORAGE AND DELIVERY PRODUCTS (DRY, CHILLED, OR FROZEN), MEET OR EXCEED ANY USDA OR FDA REQUIREMENTS.

THE STATE MAY UPON REQUEST, REQUIRE THE CONTRACTOR TO PROVIDE ACCURATE, RELIABLE AND TIMELY REPORTS REGARDING INVOICES, STATEMENTS, CREDIT AND UTILIZATIONS.

PRIOR TO THE EXECUTION OF A CONTRACT THE CONTRACTOR WILL PROVIDE THE NAME AND CONTACT INFORMATION FOR A PRIMARY AND A SECONDARY REPRESENTATIVE WHO WILL BE RESPONSIBILITY FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FOR ALL CENTERS, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND BE AVAILABLE ON A DAILY BASIS TO THE STATE FOOD SERVICE SUPERVISORS AND OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR WILL BE EXPECTED TO PARTICIPATE IN REGULARLY SCHEDULED FOOD SERVICE SUPEVISOR'S MEETINGS. AT THIS TIME MEETINGS ARE SCHEDULED QUARTERLY IN A CENTRAL VERMONT LOCATION.

CONTRACTOR MUST BE WILLING TO DELIVER TO ALL PARTIES INDICATED ON THE ATTACHED LIST OF FACILITIES AND INTERESTED PARTIES.

FOOD PRICE LISTS CONTAIN FOOD PRODUCTS CURRENTLY IN USE AT THE FACILITIES AND HAS BEEN AGREEDED UPON BY ALL PARTIES, FOR USE UNDER THIS CONTRACT. PRODUCTS LISTED IN THIS LIST SHALL REMAIN FIRM THROUGH THE CONTRACT PERIOD. PRODUCTS LISTED IN THIS LIST SHALL REMAIN FIRM THOUGH THE CONTRACT PERIOD. PRODUCT ADDITIONS AND DELETIONS REQUIRE PRIOR APPROVAL. NOTIFICATION OF ADDITIONS AND DELETIONS WILL BE FORWARDED TO THE CONTRACTOR BY THE OFFICE OF PURCHASING AND CONTRACTING. FOOD SERVICE SUPERVISORS AT EACH FACILITY AND INTERESTED PARTIES

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SHALL RECEIVE THE NEW PRICE LIST AT LEAST 5 WORKING DATES PRIOR TO THE NEXT TWO CALENDAR MONTH PERIOD. LIST
MUST SHOW EFFECTIVE DATE OF PRICING. ONCE CONTRACTOR HAS MAILED THE NEW LIST TO ALL INTERESTED PARTIES, PRICE
WILL REMAIN FIRM AND NO PRICE CHANGES ALLOWED DURING THE TWO CALENDAR MONTH PERIOD.

PRICES HONORED BY THE STATE WILL BE THOSE IN EFFECT THE DATE THE FACILITY PLACES THE ORDER AND NOT AT THE TIME OF THE DELIVERY OR INVOICE. BACK ORDERS WILL BE PRICED AT POINT OF ORDER. THERE ARE TO BE TWO PRICE LISTS SENT TO EACH FACILITY.

CONTRACTOR SHALL SUBMIT ONE COPY OF EACH FOOD PRODUCT LIST TO THE OFFICE OF PURCHASING AND CONTRACTING. THE CONTRACTOR IS ALSO REQUIRED TO SUBMIT THE CATAGORY AND NUMERICAL PRICE LIST ELECTRONICALLY.

CONTRACTOR MUST MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER, CONTRACTOR SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT OF STOCK/NOT AVAILABLE PRODUCTS. (NOTE: OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS MAY BE BASIS FOR CANCELLATION OF CONTRACT AND/OR CHARGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCT ELSEWHERE)

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE SAME GRADE; QUALITY, ETC. SUBSTITUTIONS SHALL NOT BE MADE ON A CONTINUED BASIS. EXPLANATION OF REPEATED/CONTINUED SUBSTITUTION SHALL BE MADE TO THE STATE IN A TIMELY MANNER. IF CONTRACTOR CANNOT SUPPLY AN ACCEPTABLE SUBSTITUTION, THE FOOD SERVICE SUPERVISOR MUST CONTACT THE OFFICE OF PURCHASING AND CONTRACTING AND REQUEST "AUTHORIZATION" TO PURCHASE FROM AN ALTERNATE SOURCE. IT WILL BE LEFT TO THE FOOD SERVICE SUPERVISOR'S DISCRETION AS TO WHETHER OR NOT A "PARTIAL FILL" ORDER WILL BE ACCEPTED. REPEATED OUT OF STOCK, SUBSTITUTIONS AND/OR PARTIAL MADE BY CONTRACTOR MUST BE REPORTED BY THE FOOD SERVICE SUPERVISOR BY EMAIL OR FAX TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTORS ARE TO INDICATE ALL "OUT OF STOCK", "PARTIAL FILLS" AND "SUBSTITUTES" ON THEIR INVOICES.

CONTRACTOR SHALL PROVIDE GRADE A, FIRST QUALITY, LABEL BRAND. CONTRACTORS ARE TO FURNISH A FOOD LABEL COMPARISON CHART WITH THEIR CONTRACT. IF CONTRACT MUST CHANGE LABEL, A WRITTEN NOTIFICATION MUST BE FORWARDED TO THE OFFICE OF PURCHASING AND CONTRACTING FOR APPROVAL. THE STATE WILL HAVE THE OPTION TO ACCEPT THE CHANGES OR BUY PRODUCT ELSEWHERE.

THE STATE RESERVES THE RIGHT TO REQUEST SPECIFIC SAMPLES FOR FOOD CUTTING AT ANY TIME THROUGHOUT THE CONTRACT PERIOD.

THE STATE RESERVES THE RIGHT TO HAVE THE PRODUCTS OF QUESTIONABLE NATURE TESTED BY THE VERMONT DEPARTMENT OF AGRICULTURE. OR STATE DEPARTMENT OF HEALTH.

THE CONTRACT REFLECTS PRIMARY FOOD ITEMS TO BE PURCHASED FROM THIS CONTRACT. FILL RATE IS TO BE 98% MINIMUM FOR EACH ITEM REQUESTED. CONTRACTOR IS TO INDICATE FOOD PRODUCED OR PACKED IN VERMONT.

THE STATE WILL WORK WITH THE CONTRACTOR TO ESTABLISH A PROCEDURE TO ENSURE PROMPT PAYMENT TO FULY RECONCILED INVOICES. THE CONTRACTOR WILL NOT LIMIT OR WITHHOLD SERVICE TO A FACILITY DUE TO PAST DUE INVOICES. AS NOTED IN THE INVOICE PARAGRAPH DISPUTED AND UN-RECONCILED INVOICES ARE NOT TO BE CONSIDERED PAST DUE.

ANY CLAIM OF PRODUCT DELIVERY THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE, AND UNACCEPTABLE SUBSTITUTION, ETC.) SHALL BE RESOLVED WITHIN THREE (3) DAYS.

INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENT TO THE CONTRACTOR. CONTRACTOR MUST WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OF ERRORS. INVOICES ARE TO REFLECT PRODUCT NUMBER OF EACH ITEM SO AS TO EASILY MATCH TO PRICE LIST FOR PRICE VERIFICATION BY FACILITIES. CONTRACT AND NON-CONTRACT ITEMS SHALL NOT BE COMINGLED ON THE SAME INVOICE. INVOICES ARE TO BE RENDERED BY CONTRACTOR TO EACH INDIVIDUAL FACILITY RESPONSIBLE FOR THE ORDER, CONTRACTOR SHALL BE RESPONSIBLE FOR SHOWING THE ORDERING FACILITY, CONTRACTOR'S PRODUCT NUMBER, DATE OF ORDER, UNIT AND EXTENSION PRICES ON ALL INVOICES. SUBSTITUTED ITEMS SHALL BE REFLECTED ON INVOICES AT THE CONTRACT PRICE. IF INVOICE REFLECTS A HIGH PRICE FOR ITEMS OR SUBSTITUTES A HIGHER PRICE, THE CONTRACTOR'S INVOICE WILL BE CUT-BACK TO THE PRICE AT THE TIME OF THE ORDER, HOWEVER, IF THE PRICING IS LOWER THEN TIME OF ORDER THIS PRICE WILL PREVAIL IN THE PAYMENT. IF MORE THEN A QUARTER OF THE ITEMS ON THE INVOICE ARE PRICED INCORRECTLY, THE CONTRACTOR WILL BE EXPECTED TO REISSUE A CORRECTED INVOICE TO THE FACILITY UPON REQUEST. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE CORRECT PRICING. THE CONTRACTOR IS ADVISED THE INVOICES WITH DESCREPANCIES WILL TAKE LONGER TO PROCESS AND

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THE STATE SHALL	NOT BE HELD RESPONSIBLE.				

THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH CONTRACT PRICE AUDITS THROUGHOUT THE CONTRACT PERIOD.

THE STATE UPON REQUEST HAS THE RIGHT TO ADD AN ADDITIONAL FACILITY WITH A 30 DAY WRITTEN NOTICE OR REMOVE A FACILITY WITH A 60 DAY WRITTEN NOTICE. CONTRACTOR WILL SERVICE ALL LOCATIONS INDICATED IN THE CONTRACT.

CONTRACTOR'S CONTACT INFORMATION: ALICIA RAND WILL BE THE DESIGNATED CUSTOMER SERVICE REPRESENTATIVE. ALICIA WILL BE THE CONTRACT PERSON FOR ORDER PLACEMENT, SHE CAN BE REACHED AT 800-272-5302 EXT 139.

FERNANDO CRESTA WILL BE THE CONTACT FOR ALL OTHER: TELEPHONE NUMBER 800-272-5302 EXT 310, FAX 802-655-5655, EMAIL FXCRESTA@RFSDELIVERS.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222 E-MAIL: deb.larose@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: